

ESTTA Tracking number: **ESTTA753981**

Filing date: **06/22/2016**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91226738
Party	Defendant Kevin Armistead
Correspondence Address	JULIE P KING PIERCE KING PC PO BOX 3136 MONTEREY, CA 93942 UNITED STATES Julie@PierceKingLaw.com, Tawanda@PierceKingLaw.com
Submission	Withdrawal Of Application
Filer's Name	Julie P King
Filer's e-mail	Julie@PierceKingLaw.com
Signature	/Julie P. King/
Date	06/22/2016
Attachments	ARMS-01 - Withdrawal by Applicant and Cooley Letter Approving .pdf(580136 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

LINKEDIN CORPORATION,)	In the United States Trademark Office
)	
<i>Opposer</i>)	Proceeding No. 91226738
v.)	Serial No. 86393139
)	
KEVIN ARMISTEAD DBA WIRED IN CARMEL,)	
)	
<i>Applicant.</i>)	
_____)	

WITHDRAWAL BY APPLICANT

Applicant KEVIN ARMISTEAD DBA WIRED IN CARMEL, by its undersigned attorney of record hereby expressly abandons and withdraws its application Serial No. 86393139, in accord with the provisions of 37 C.F.R.

Respectfully submitted,

PIERCE KING, P.C.

By: /Julie P. King/

Julie P. King, Esq.
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Attorney for Applicant

CERTIFICATE OF SERVICE

I hereby certify that a true copy of this Withdrawal was served on Janet Cullum, counsel of record for Opposer, via e-mail and U.S. first class mail, on the 22nd day of June 2016.

Janet Cullum, Esq.
Cooley LLP
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/Julie P. King/
Julie P. King, Esq.



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Via Email julie@piercingkinglaw.com

June 14, 2016

Julie P. King
Pierce King, P.C.
P.O. Box 3136
Monterey, California 93942

Re: Opposition No. 91226738

**U.S. Trademark Application No. 86/393,139 for WIREDIN by Kevin Armistead
Client-Matter No. 310650-21600**

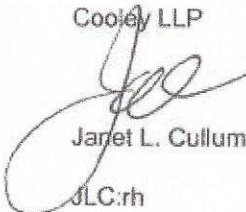
Dear Julie:

This letter will confirm that your client, Kevin Armistead ("Mr. Armistead"), and LinkedIn Corporation ("LinkedIn") have agreed to resolve the referenced opposition ("Opposition") regarding the WIREDIN mark, Application No. 86/393,139 ("Application"), on the following terms:

1. Mr. Armistead will abandon the Application and within a reasonable period of time cease use of the WIREDIN mark and will not in the future adopt a mark that is the same as or confusingly similar to LINKEDIN.
2. LinkedIn agrees that it will not pursue any claim against Mr. Armistead, his agents or representatives including, without limitation, Amy Purchase Reid, based on the past use of the mark WIREDIN or the Opposition.
3. This letter agreement constitutes the entire and final agreement between the parties on the subject matter hereof and supersede any statements, negotiations and writings made or exchanged between the parties prior to the date of this letter agreement. This letter agreement may only be modified or amended by mutual written agreement. California law without regard to its choice of law principles governs this letter agreement.
4. Mr. Armistead and LINKEDIN each agree to release the other and his/its affiliates, officers, directors, employees, contractors, agents, attorneys and assigns from any and all claims and matters related in any way to the Application, and expressly waive the provisions of California Civil Code Section 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

LinkedIn appreciates that we have been able to resolve this matter amicably.

Sincerely,
Cooley LLP


Janet L. Cullum

JLC:rh